

Research and Special Programs Administration

APR 23 2002

The Honorable Marion C. Blakey Chairman National Transportation Safety Board 490 L'Enfant Plaza East, SW Washington, DC 20594

Dear Chairman Blakey:

This letter responds to the National Transportation Safety Board's (NTSB) Safety Recommendations P-01-1 and P-01-2, which arise from the investigation of the July 7, 1998, natural gas distribution accident in the South Riding community of Loudoun County, Virginia. The NTSB Safety Recommendations address separation of underground facilities and mandatory installation of excess flow valves:

P-01-1 Require gas utility operators to maintain a specified minimum separation distance, sufficient to protect against both thermal and mechanical damage, between plastic gas service lines and underground electrical facilities whenever they install a new gas service line or perform maintenance on existing lines.

RSPA determined that underground separation between gas and electric service lines should be addressed as part of its damage prevention "best practices" initiative. RSPA has entered into a cooperative agreement with the Common Ground Alliance (CGA) to investigate damage prevention solutions, including development of recommendations for minimum separation distance to protect plastic gas service lines from damage resulting from proximity to other underground facilities (including electrical lines). A CGA team is now investigating the issue, including consideration of the electrical conductor radial separation requirements included in the new edition of the National Electric Safety Code (NESC), which is the safety standard used by electric power companies. An NESC study demonstrated that 12-inch separation is usually adequate.

RSPA will consider the results of the CGA work, review the utility separations rules recently adopted in Virginia, consult with state and local officials, and seek public comments on the underground separation issue. Then, RSPA will determine if changes are necessary in the pipeline safety regulations for vertical and horizontal separations on mains and the extension of separation requirements to gas service lines.

Action Requested: RSPA requests that NTSB Safety Recommendation P-01-1 be classified as

"Open - Acceptable Action" while we continue to pursue the actions described above.

P-01-2 Require that excess flow valves (EFV) be installed in all new and renewed gas service lines, regardless of a customer's classification, when the operating conditions are compatible with readily available valves.

In response to this recommendation, RSPA has enlisted the Volpe National Transportation Systems Center (VNTSC) to provide an analysis of the state of EFV technology, standards, and deployment and to examine current costs and benefits. This report is expected to be completed by summer 2002. Based on this study and after consultation with NTSB, the gas distribution industry, and the public, RSPA will determine if there are circumstances for which it will be beneficial to require mandatory installation of excess flow valves (EFV) on new and renewed gas service lines for residential and commercial customers.

Action Requested:

RSPA requests that NTSB Safety Recommendation P-01-2 be classified as

"Open - Acceptable Action" while we continue to pursue the actions

described above.

If we can be of further assistance, please contact me or Suzanne Te Beau, Associate Administrator for Policy and Congressional Affairs, at (202) 366-4831.

Sincerely yours

Ellen G. Engleman

cc: Robert Chipkevich, NTSB Rod Dyck, NTSB

## COOPERATIVE AGREEMENT DTRS56-00-H-0009

**FOR** 

### **BETWEEN**

## THE COMMON GROUND ALLIANCE

### AND

# U.S. DEPARTMENT OF TRANSPORTATION RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION

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Catal Amazu	nt of Agreement: \$500,0006	30,000		
Total Estima	ted Federal Government Fur	nding of the Agreem	ent: \$500,000 <b>600,000</b>	

Appropriation Data:

Total Estimated Recipient Cost-Share: \$30,000

6R/2372/0/900/9010/TRPS05/2523

\$400,000

6R/2372/0/700/7010/RDPS03/2523

\$200,000

AUTHORITY: This agreement is entered into between the United States of America, represented by the Research and Special Programs Administration (RSPA), U.S. Department of Transportation (DOT), hereinafter called RSPA, and The Nature Conservancy, pursuant to and under 49 U.S.C., Section 60117(k).

THE COMMON GROUND ALLIANCE	U.S. DEPARTMENT OF TRANSPORTATION RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION
Signature	Signature
Robert Kipp	_Thomas H. Scott III
Executive Director	Agreement Officer
Date	Award Date

December 1, 2001\_\_ Effective Date

## AGREEMENT ARTICLES

## 1. INVOLVEMENT STATEMENT

Substantial involvement is anticipated between the Research and Special Programs Administration's (RSPA) Office of Pipeline Safety (OPS) and the Recipient <u>Common Ground Alliance (CGA)</u> under the terms of this Cooperative Agreement. In supporting the Cooperative Agreement, OPS is assisting the Recipient's best efforts to provide quality services in support of a wide variety of tasks associated with damage prevention. OPS has designated an Agreement Officer's Technical Representative (AOTR) to facilitate technical assistance, to coordinate schedules, deliveries, and exchange of materials with the Recipient, and to resolve questions concerning technical standards and procedures.

## 2. SCOPE

The U.S. Department of Transportation's Office of Pipeline Safety (OPS) operates under a number of damage prevention mandates. OPS has been funding related initiatives for several years including the Dig Safely Campaign, the One Call Systems Study and the formation of the Common Ground Alliance. OPS realized that the successof these initiative depends upon support from a broad coalition of those involved in damage prevention, including pipeline operators, operators of other underground facilities such as water, sewer, electricity, telecommunications, excavators, one-call centers, insurance, state and federal regulators. OPS, which is funded by user fees paid by pipeline operators, provided the funding for these initiatives. The beneficiaries of these programs are from many other sectors of the economy. The Common Ground Alliance was established to consolidate damage prevention initiatives and to provide a mechanism which would draw on contributions by all industries which benefit from these damage prevention programs. OPS has underwritten the creation and maintenance of web sites, educational and promotional materials, meeting attendance, facilitation, and record keeping. These functions have been transferred to the newly formed Common Ground Alliance. OPS now looks to CGA to assume responsibility for promoting these programs to prevent excavation damage to pipelines and other underground facilities, and to teach safe excavating practices, to gather data on the causes and extent of excavation damage to underground facilities, and to encourage development of technologies to reduce excavation damage.

## The services which CGA will provide include:

- Repatriation of the CGA Information System and associated "code" from Cycla-managed OPS ownership to the CGA
- Web hosting services (Cost of maintaining the web-site on an independent server)
- CGA Information System user support and system administration
- Cost of modifying the CGA Information System including: the development and implementation of an issues module; the development of a Frequently Asked Questions document or module regarding the CGA and its activities; and integrating the existing Dig Safely Team Information System
- Dig Safely Team Support currently being provided by Cycla consultants. More than 20 Dig Safely presentations were given by Cycla to various industry stakeholder groups over the past year.

- Cycla has been key in the development and implementation of a Dig Safely Strategic plan. Included in the promotion of the Dig Safely program are the production and distribution of materials including brochures, CD's, Videos, etc. specifically associated with the Dig Safely program
- Development of specific grant requests to research and respond to specific requests from OPS, NTSB, Congress, Stakeholder members and others
- The purchase and installation, and subsequent population of software associated with the long process of developing statistics in various industries on facility damages and damage prevention criteria. The creation and population of a National Data Base is essential to the development of factual information essential to appropriate decision making on damage prevention
- The production and distribution of CGA educational material, including brochures, compact discs, videos and other media. This will support the CGA's efforts to continue to advance awareness and increase the education level in both the public and industries, on the issues related to: Damage Prevention, Best Practices, Dig Safely and the Common Ground Alliance.
  - On the general public side, building on successes such as Dig Safely and Raise the Flags programs, the CGA will endeavor to raise the awareness levels in school age children who can often influence parental decisions.
  - Though it is generally recognized that most medium and large corporations in industry are aware and comply with damage prevention Best Practices, many of the smaller companies are unaware of the requirements associated with industry Best Practices. The CGA will continue to seek out and educate these organizations with industry Best Practices.
- The potential addition of the ONE CALL Systems International organization. Their plan (CONFIDENTIAL), is to move from the APWA umbrella to the CGA umbrella. Such a move will have integration costs imbedded in the event. This organization has the potential to be the first multiple-industry provider of national statistics on the first steps in damage prevention
- Meeting expenses for meetings with various State groups having mandates similar to those of the CGA. It is anticipated that some of these committees will, in time, become "State CGA's"
- Travel expenses, salaries, and other associated expenses incurred and associated with:
  - CGA meetings including costs associated with meeting facilitation and support. Support will include the documentation and distribution of minutes from 6 different committees and a number of sub-committees meeting regularly throughout the year, in various geographic locations.

    Associated expenses include meeting rooms and the rental of A-V equipment. It is anticipated that more than 30 meetings will be held in the next year
  - o The attendance and participation in the numerous industry shows, conferences and conventions in which the CGA plans to participate. This will allow the CGA to educate and inform

- stakeholders about the CGA's damage prevention efforts and recruit new membership
- O The attendance and participation of a State Regulator at CGA Board Meetings
- O Travel by CGA members required to assist in the education, training and recruiting of new members and sponsors
- Costs associated with an extensive marketing effort in the 4<sup>th</sup> Quarter 2001 and the 1<sup>st</sup> Quarter 2002, to maintain and increase our membership and sponsorship as we move into a crucial year for the CGA in a softened economy. The continued use of contracting support will be required if this endeavor is to be successful. Costs to be incurred include: coordination and production of marketing materials required in substantial quantities; distribution costs; development of electronic mailing lists; invoicing; handling and processing of hundreds of payments; and handling of information requests associated with the campaign.
- Development of a long-term plan to increase membership and sponsorship in the CGA
- Costs associated with the development, publication and distribution of a CGA monthly newsletter
- Professional contract assistance associated with CGA operations. These include:
  - o Auditor fees for the year
  - o Legal costs associated with the Corporation

The cooperative agreement will involve a \$XXX cost share contribution from CGA and a \$500,000 cost share from OPS, for a total agreement value of \$XXXX. The period of performance is 18 months from the effective date of award.

Work shall be performed in accordance with the TNC abstract and technical proposal, "Unusually Sensitive Areas: Ecological Resource Data", dated July 19, 2000, incorporated by reference as **Attachment A** to this agreement.

## 3. TERMS OF THE COOPERATIVE AGREEMENT

This Cooperative Agreement shall be valid for a period of eighteen (18) months from the effective date of the agreement (May 1, 2000 to October 31, 2001), except as otherwise provided under 49 CFR, Part 19, Subpart C –Post Award Requirements, section 19.62 "Enforcement" and section 19.61 "Termination."

Modifications to this Cooperative Agreement may be made only in writing, signed by both the Recipient and the Agreement Officer, and specifically referred to as a modification to this Cooperative Agreement.

## 4. DELINEATION OF TASKS

The Recipient will be responsible for performing the tasks as detailed in **Attachment A** to this agreement.

## 5. PROJECT OFFICIALS

Agreement Officer (AO) - The Agreement Officer (AO), Mr. Thomas H. Scott III, has full authority to negotiate, administer and execute all business matters of this Cooperative Agreement. Further, should any changes to the scope, budget, schedule or any other terms of the agreement become necessary, only the AO has the authority to amend the Cooperative Agreement.

Agreement Administrator (AA) - The Agreement Administrator (AA), Mr. Thomas H. Scott III is responsible for the daily administration of this Cooperative Agreement.

Agreement Officer's Technical Representative (AOTR) - The Agreement Officer has an Agreement Officer's Technical Representative (AOTR), Ms. Mary-Jo Cooney, to assist in monitoring the work under this Cooperative Agreement. The AOTR will oversee the technical administration of this Cooperative Agreement and act as technical liaison with the performing organization. The AOTR is NOT AUTHORIZED to change the scope of work or specifications as stated in the Cooperative Agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Cooperative Agreement price, delivery schedule, period of performance or other terms or conditions.

**Principal Investigator (PI)** - The Principal Investigator is the individual designated by the Recipient and approved by RSPA who is responsible for the technical direction of the project. The Principal Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal, without prior written approval of the Agreement Officer. The Principal Investigator assigned to this Agreement is \_\_\_\_\_\_\_.

### 6. CONSIDERATION AND PAYMENT

### A. Request for Advance/Reimbursement

Reimbursable Payments will be made, on a quarterly basis, after receipt of "Request for Advance or Reimbursement," SF-270. Request for reimbursable payments shall be submitted in an original and two copies. Each voucher shall show the Cooperative Agreement number, costs for billing period, and costs to date.

**NOTE**: Payments to the Recipient shall reimburse expenses incurred and shall limit advances to the actual, immediate cash requirements of the Recipient in carrying out the purpose of the Cooperative Agreement. The timing of payments shall be as close as is administratively feasible to actual disbursements, and within 30 days of receipt of SF-270.

Requests for reimbursable payments shall be submitted in an original (Agreement Administrator) and two copies (AOTR and Paying Office) to the Government offices below:

## Original - Agreement Administrator

U.S. Department of Transportation, Research and Special Programs Administration Office of Contracts and Procurement, DMA-30 400 7<sup>th</sup> Street, S.W., Rm. 7108 Washington, D.C. 20590 Attn: Thomas H. Scott III

## Copy 1 - AOTR

U.S. Department of Transportation
Research and Special Programs Administration
Office of Pipeline Safety, DPS-10
400 7<sup>th</sup> Street, S.W., Rm. 7128
Washington, D.C. 20590
Attn: Mary-Jo Cooney

## Copy 2 - Paying Office

U.S. Department of Transportation (RSPA) Federal Aviation Administration, MMAC Financial Operations AMZ-1 P.O. Box 25730 Oklahoma City, OK 73125-4913 Attn: Kathy Mitchell

## B. Approved Project Proposal/Budget

The Recipient's approved proposal entitled, "Unusually Sensitive Areas: Ecological Resource Data," dated July 19, 2000 and accompanying Project Budget, SF 424 and SF424A, is incorporated by reference and made a part of this Cooperative Agreement. Any reallocation of funds is governed by and subject to 49 CFR, Part 19, and Subpart C-Post Award Requirements, Section 19.25. "Revision of budget and program plans".

## C. Payment of Advance/Reimbursement

Payment under this Cooperative Agreement will be made by direct wire transfer. The Recipient shall receive payments through electronic funds transfer by the Automated Clearing House (ACH) Payment System (SF 3881 form). The Recipient is responsible for completing and mailing the SF 3881 to the address designated on form. A copy of the completed SF 3881 shall also be provided to the Agreement Administrator.

## D. Funding and Funding Schedule

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- (1) Resources provided by RSPA to the Recipient under this agreement are required to be matched by the Recipient, in cash and/or in-kind, on at least a **five** (5) percent basis. The value of the planned Federal share of this agreement is \$600,000 and the Recipient's proposed share is \$30,000 for a total of \$630,000. Federal funding in the amount of \$600,000 is presently available under this agreement to support the Recipient during the 18-month term of this Agreement
- (2) The Recipient is responsible for documenting and maintaining all cost sharing records for a period of three years after the expiration date of this agreement. The Recipient will provide cost-sharing in an amount of **five** (5) percent of the RSPA match in a flexible schedule of delivery that will accomplish the level of match proposed in the **eighteen** (18) month period of performance. The Recipient will track the matching with a dedicated accounting system.
- (3) During the period of this agreement, if the Federal Government provides additional funding, then the Recipient will match in cash and/or in-kind, on at least a **five** (5) percent basis.

## 7. REPORTS AND REVIEWS

## A. Financial Reporting Requirements

- (1) The Recipient must submit an original (AA) and two (2) copies (AOTR) of the Financial Status Report (Standard Form 269) to report the status of funds for all nonconstruction cooperative agreements 45 days after completion of each quarter of the project with the exception of a final Financial Status Report, which is due 90 days after project completion. The report must be prepared in accordance with the instructions on the reverse side of the form. Submit a check made payable to "U.S. Department of Transportation" for the unobligated balance of Federal funds remaining at the end of the project period (this report is subject to audit). All reports should be prepared on an accrual basis; however, if the Recipient's accounting records are not normally kept on the accrual basis, the Recipient is not required to convert its accounting system; but shall develop such information through best estimates based on an analysis of the documentation on hand.
- (2) In the event this agreement provides for advances to Recipient, the Recipient shall submit an original and two copies of a Federal Cash Transaction Report (Standard Form 272) 15 working days following the end of each quarter.
- (3) If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in Article 6.B. above, "Approved Project Proposal/Budget," the Recipient shall submit a request for budget revision.

## **B. Reports and Performance Review Requirements**

- (1) **Quarterly Progress Report** The Recipient shall submit a quarterly report.: This report is to be submitted by the 30th day after the end of each 3-month period. Reports will discuss:
  - □ Accomplishments. A clear and complete account of work performed on each task and its relationship to task objectives and milestones;
  - □ **Future Plans.** Discuss work planned for the next period and its relationship to the present period. Provide an outline of the work to be accomplished during the next report;
  - Problems Encountered. A description of any problems encountered or anticipated that will affect the completion of the contract within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems; or a statement that no problems were encountered; and
  - □ Funds Expended and Program Schedule. Highlight any changes to the schedule as previously reported and provide a tabulation of the planned, actual and cumulative laborhours expended for the program along with a chart showing current and cumulative expenditures versus planned expenditures.
- (2) **Final Progress Report** No reports need be submitted for the final 3-months, as they will be covered by the final progress report that will be submitted 3 months after project

completion. The Final Progress shall contain a summary (not to exceed 10 pages) of work performed on each task and its relationship to task objectives under this agreement.

## C. Reports Matrix

<u>Report</u>	No. Copies	Submit To:	<u>Due Date</u>
Quarterly Status Report	Original + 2	AA and AOTR	30 calendar days after the end of each quarter
SF-269A	Original + 2	AA and AOTR	30 calendar days after the end of each quarter and 90 days after project completion
Final Progress Report	Original + 2	AA and AOTR	3 months after project completion

## 8. NOTICE OF NEWS RELEASES, PUBLIC ANNOUNCEMENTS, AND PRESENTATIONS

The Recipient must provide two (2) copies of all press releases, formal announcements, or other planned written issuance containing news or information concerning this Cooperative Agreement. The Recipient must provide such documents to the AO and AOTR for approval prior to release. -.TOM, WE ARE OK W/ FIRST PART OF THIS PARAGRAPH BUT WOULD PREFER TO STRIKE THIS LAST SENTENCE. IF YOU NEED TO KEEP IT IN WE WOULD LIKE TO INSERT THE WORD "PUBLIC" BEFORE "PRESENTATIONS/BRIEFINGS."

# 9. <u>CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES</u>, AND LABOR SURPLUS AREA FIRMS

- A. It is Department of Transportation (DOT) policy (49 CFR Part 23) to award a fair share of contracts to small and minority business firms. DOT is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.
- B. The Recipient and any "sub-recipient" shall take all necessary affirmative steps to assure that small, women-owned, and minority disadvantaged businesses are used when possible.
- C. Affirmative steps shall include:
- (1) Placing qualified small and minority-disadvantaged businesses and women-owned business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance of the Small Business Administration and the Office of Small and Disadvantaged Business Utilization of the Department of Transportation as appropriate; and,
- (6) Requiring the Recipient, if subcontracts are to be let, to take the affirmative steps listed in (C)(1) through (5) above.

## 10. SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, the Recipient of this award is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating companyowned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at <a href="www.nhtsa.dot.gov.">www.nhtsa.dot.gov.</a> Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at <a href="www.trafficsafety.org">www.trafficsafety.org</a>.

## 11. RIGHTS IN TECHNICAL DATA

Rights to intangible property under this agreement shall be governed in accordance with Sec. 19.36, "Intangible Property," 49 CFR, Part 19, and, to the extent that it does not conflict with Sec. 19.36, the "License Agreement Between the Association for Biodiversity Information, the Nature Conservancy, the Department of Transportation, the Research and Special Programs Administration (Office of Pipeline Safety) and Research Planning Incorporated.

## 12. ADHERENCE TO ORIGINAL PROJECT OBJECTIVES AND BUDGET ESTIMATES.

A. The Recipient shall be responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Expenditures incurred prior to the effective date of an award cannot be charged against award funds unless provided for in the award.

- B. The Recipient must submit any proposed change which requires RSPA's written approval 30 days prior to the requested effective date of the proposed change. No change to the award will be approved during the last 30 days of the award period.
- C. (1) The following expenditures require the AO's advance written approval:
  - (1) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - (2) Acquisition of nonexpendable property having a useful life of more than 1 year and having an acquisition cost of \$5000 or more.
  - (3) Change in the project period. This request shall be received no later than 30 calendar days prior to the end of the project period. The Recipient shall submit a revised

budget indicating the planned use of all unexpended funds during the extension period.

- (2) The Recipient shall submit a revised financial estimate and plan for (a) through (c) above.
- (3) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

## 13. VIOLATION OF AWARD TERMS

If the Recipient has materially failed to comply with the terms of the award, then the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

## 14. PRE-INCURRED COSTS

Authorization is hereby given for reimbursement of costs incurred by the Recipient after May 1, 2000 that, had they been incurred after execution of this Cooperative Agreement, would have been allowable costs under the terms of the Cooperative Agreement.

## 15. APPLICABLE CIRCULARS/REGULATIONS

The Recipient shall be subject to the following circulars and regulations:

- A. <u>Nonprofit Organizations</u> OMB circulars/regulations as amended, which are incorporated herein by reference (copies of these Circulars can be obtained directly from the Internet at: www.whitehouse.gov/WH/EOP/omb):
  - 1) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements

with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations;

- 2) OMB Circular A-122, Cost Principles for Nonprofit Organizations; and,
- 3) OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations
- B. <u>Department of Transportation</u> Copies of these regulations can be accessed via DOT's website at www.dot.gov/ost/m60/grant/regs.htm.
  - 4) 49 CFR Part 17 "Intergovernmental Review of Department of Transportation Programs and Activities"
  - 5) 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"
  - 3) 49 CFR Part 20 "New Restrictions on Lobbying"
- 4) 49 CFR Part 21 "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"
- 5) 49 CFR Part 23 "Participation by Minority Business Enterprise in Department of Transportation Programs
- 6) 49 CFR Part 29 "Governmentwide Debarment and Suspension (non-procurement) and Governmentwide Requirements for Drug Free Workplace (grants)"
  - 6) DOT Order 4600.17A "Financial Assistance Management Requirements"

## C. Others

1) Assurances and Ratifications "Grant/Cooperative Agreement Application and Assurances Contained Therein"

[End of Cooperative Agreement]

Functional Area: En

Enforcement

TTO Number:

Title:

Data Collection for NTSB Recommendations

## Statement of Work

#### Introduction:

On behalf of the Research and Special Programs Administration's perform data collection and analysis tasks and assess the impact of national and state damage prevention programs. These tasks are being undertaken in order to comply with the National Transportation Safety Board's (NTSB) recommendations made following a 1996 propane gas explosion which was fueled by excavation damage to a gas line in San Juan, Puerto Rico. Excavation damage is the single greatest cause of pipeline failure. Excavation damage also impairs the integrity of telecommunications, electricity, water, sewer, cable and other underground lines. For many years, various groups have struggled to assess the impact of excavation damage to the economy. OPS requires interstate pipeline operators to report excavation damage which involves, injuries, deaths or where looses, including clean-up costs exceed \$50,000. The Federal Communications Commission has similar standards for telecommunications facilities. However, there is no single governmental entity which has jurisdiction over these facilities and can compel them to report on excavation damage. Under the auspices of OPS, the Common Ground Alliance (CGA) was formed to address a variety of issues of interest to those involved in damage prevention. CGA members include operators of pipeline, telecommunications, electricity, cable and other under-ground facilities, trade associations, professional contractors, one call centers, utility contracting companies, manufacturers, railroads, research institutes, and state and local governments. One of the main objectives of CGA is to serve as a clearing house for data on excavation damage.

#### **Outline of Tasks:**

- Work with one-call systems to create a format for the collection of excavation exposure data are collected in a consistent manner. NTSB Recommendation 97-23
- Develop a plan for collecting excavation damage exposure data in conjunction with the American Public Works Association (APWA). NTSB Recommendation 97-22
- Use excavation damage exposure data to periodically assess national and state excavation damage prevention programs and create a plan for analysis and reporting trends by utility, by region, by state, at a minimum, and perform analysis and provide reports to OPS.

  NTSB Recommendation 97-24
- Purchase and installation of software to collect statistics on damage prevention practices

and excavation damage for varying types of underground facilities (pipelines, telecommunications, electricity, etc.). Establishment of a comprehensive data base is a prerequisite to informed decision making about damage prevention laws and programs.

- Analyze data collected from underground facility operators to determine the main causes
  of excavation damage and to identify which best practices are most appropriate using a
  variety of excavation scenarios.
- Web site services including: repatriation of the CGA Information System from Cyclamanaged OPS ownership to the CGA; web hosting services; CGA user support and system administration; modification of the CGA Information System including development and implementation of modules for CGA issues, Frequently Asked Questions, and integration of the existing Dig Safely Team Information System.
- Support for the Dig Safely Team currently provided by Cycla Inc. including presentations to stakeholder groups. This includes promotion of the Dig Safely program through production and distribution of materials including brochures, compact discs, videos, etc.
- Support for development and implementation of a Dig Safely Strategic Plan
- Development of research proposals in support of damage prevention technologies in response to specific requests from OPS, NTSB, Congress, CGA members and others.
- Production and distribution of educational materials to promote damage prevention awareness and practices among stakeholders and the general public. Materials would include brochures, compact discs, videos and other media for promotion of the Common Ground Alliance, Damage Prevention Best Practices and the Dig Safely Campaign.
- Facilitation of CGA meetings and production of minutes
- Support for meetings with state groups with mandates similar to those of CGA.
- Travel expenses, salaries, and other expenses associated with CGA activities including:

   facilitation and support of CGA meetings, expenses for meeting rooms and rental audiovisual equipment
- Costs associated with efforts increase membership and sponsorship of CGA including: development and production of marketing materials, mailings lists, invoicing, processing of payments and information requests
- Development of a long-term plan to increase CGA membership and a monthly newsletter
- Attendance and participation at trade shows and conferences to promote CGA, Dig Safely and implementation of Damage Prevention Best Practices

- Integration costs associated with the potential addition of One Call Systems International to CGA.
- Expenses associated with meeting with state groups whose mandates are similar to CGA

#### **Deliverables:**

- Submit a plan to OPS from CGA detailing how CGA, in cooperation with APWA, will obtain excavation damage data in a consistent format from underground facility owners within XX months of the award of the agreement..
- Work with APWA and One Call Systems International (the umbrella organization for one call centers) to develop a methodology, acceptable to one-call centers, for identification, collection and analysis of excavation exposure data with the objective of determining how to reduce excavation damage to underground facilities.
- Using data collected from one-call centers, develop a program for periodic assessment of
  national and state damage prevention programs which considers the causes of excavation
  damage, the components of damage prevention programs conducted by state pipeline
  agencies, including programs using Dig Safely and other CGA approved educational
  practices for educating contractors, locators, public works employees and the general
  public, and enforcement mechanisms for violation of state damage prevention laws.
- On an continuous basis, as directed by the COTR, maintain and expand a Section 508
  compliant website supporting this initiative that will be accessible to the public through a
  link to the OPS website.
- Provide quarterly reports on: web site services, including progress and expenses to date; expenses incurred in support of the CGA and Dig Safely including expenditures for development and production of promotional and instructional materials; costs involved in purchase and installation of software for a national data base for excavation damage statistics including collection and analysis of statistics; travel expenses associated with promotion of CGA and Dig Safely and meetings with state groups involved in damage prevention, and attendance and participation at trade shows and conferences.
- Documentation and distribution of minutes from six CGA committeess and subcommittees meeting throughout the year. Meeting reports will be distributed via the web to committee members within two weeks of each meeting.

Travel & Materials:

???

Period of Perfomance

Through June 30, 2003.

## **Expected Use of Subcontractors:**

At the discretion of the awardee.